

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAILA BEACH, ,

Plaintiff,

-against-

***[PROPOSED]***  
**JUDGMENT**

**21-cv-6737 (ALC)**

THE CITY OF NEW YORK, SERGEANT GERARD  
DOWLING (TAX ID 915640), SERGEANT  
ROBERTO DOMINGUEZ (TAX ID 938384), POLICE  
OFFICER ANDY COLLADO (TAX ID 968336) AND  
POLICE OFFICERS ERIC LIANG, POLICE  
OFFICER CARLOS GARCIA, POLICE OFFICERS  
JOHN DOES #1-4, IN THEIR INDIVIDUAL AND  
OFFICIAL CAPACITIES,

Defendants.

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**WHEREAS**, Plaintiff commenced this action by filing a complaint on August 10, 2021 alleging that Defendants violated Plaintiff's rights under the federal constitution and state law; and

**WHEREAS**, on April 16, 2025 pursuant to Rule 68 of the Federal Rules of Civil Procedure, THE CITY OF NEW YORK, SERGEANT GERARDDOWLING (TAX ID 915640), SERGEANTROBERTO DOMINGUEZ (TAX ID 938384), POLICEOFFICER ANDY COLLADO(TAX ID 968336) andPOLICE OFFICERS ERIC LIANG, POLICEOFFICER CARLOS GARCIA, POLICE OFFICERSJOHN DOES #1-4, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action ("Defendants") offered to allow Plaintiff to take judgment against Defendant City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – April 16, 2025- for Plaintiff's federal claims; and

**WHEREAS**, on April 18, 2025, Plaintiff provided Defendants with written notice that Plaintiff had accepted Defendants' Rule 68 Offer of Judgment;

**NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Maila Beach hereby takes a judgment of liability against Defendant City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) plus reasonable attorneys' fees, expenses, and costs to the date of the offer – that is, April 16, 2025– for Plaintiff's federal claims.

2. This judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendant City or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. Defendants' Offer of Judgment was made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiff has suffered any damages.

4. By accepting the Defendants' Offer of Judgment, Plaintiff releases and discharges Defendants City of New York, THE CITY OF NEW YORK, SERGEANT GERARD DOWLING (TAX ID 915640), SERGEANT ROBERTO DOMINGUEZ (TAX ID 938384), POLICE OFFICER ANDY COLLADO (TAX ID 968336) AND POLICE OFFICERS ERIC LIANG, POLICE OFFICER CARLOS GARCIA, POLICE OFFICERS JOHN DOES #1-4; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have

been alleged by Plaintiff arising out of the facts and circumstances that are the subject of this action.

5. By accepting Defendants' Offer of Judgment, Plaintiff waives Plaintiff's right to any claim for interest on the amount of the judgment.

6. By accepting Defendants' Offer of Judgment, Plaintiff agrees that the aforesaid payment of Ten Thousand and One (\$10,001.00) Dollars to Maila Beach within ninety (90) days of the date of acceptance of the offer – that is, April 16, 2025 - shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If Plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date the Plaintiff submits to Counsel for Defendants a final demand letter from Medicare.

7. By acceptance Defendants' Offer of Judgment, Plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff further agrees to hold harmless Defendant City and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: New York, New York  
\_\_\_\_\_, 2025

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HON. \_\_\_\_\_, U.S.D.J.